

300777

AUG 13 1982

STATE OF WISCONSIN
BEFORE THE MEDIATOR/ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the	:	
Petition of	:	
KEWASKUM EDUCATION ASSOCIATION	:	Case VI
and	:	No. 28106 MED/ARB-1206
SCHOOL DISTRICT OF KEWASKUM	:	Decision No. 18991-A
To Initiate Mediation-Arbitration	:	
Between Said Parties	:	

APPEARANCES:

Mr. Dennis Eisenberg, Executive UniServ Director, Cedar Lake United Educators, appearing on behalf of the Association.

Mr. Kenneth Cole, Director, Employee Relations, Wisconsin Association of School Boards, Inc., appearing on behalf of the District (Board).

BACKGROUND:

On April 1, 1981, the above-named parties (hereinafter referred to as the Association and the District or Board) exchanged their initial proposals on matters to be included in a collective bargaining agreement to succeed the agreement which expired on June 30, 1981. Thereafter, the parties met on four occasions in an effort to reach accord on their new agreement. On May 29, 1981, the Kewaskum Education Association (Association) filed a petition requesting that the Wisconsin Employment Relations Commission (WERC) initiate mediation-arbitration procedures pursuant to Section 111.70(4)(cm) of the Municipal Employment Relations Act (MERA).

The WERC appointed a member of its staff to conduct an investigation; the investigation reflected that the parties were deadlocked in their negotiations. Thereafter, the parties submitted to the WERC's investigator their final offers, together with their stipulations on matters agreed upon previously.

Since the parties had not previously established alternative procedures for the final resolution of disputes arising in the course of collective bargaining, the WERC certified that an impasse in fact did exist, and further ordered the parties to proceed in the selection of a neutral mediator-arbitrator. The parties subsequently selected the undersigned to serve as Mediator-Arbitrator for purposes of resolving the impasse between the parties. On October 28, 1981, the WERC issued an Order designating the undersigned to act as Mediator-Arbitrator for purposes of mediating those issues which remained in dispute; and, in addition, requiring that said Mediator-Arbitrator issue a final and binding Arbitration Award pursuant to Section 111.70(4)(cm)6 if said mediation effort failed to resolve those issues.

On December 9, 1981, a mediation session was conducted between the parties, at which time rigorous efforts were undertaken to resolve those remaining issues on which the parties had not previously reached agreement. Unfortunately, voluntary resolution through mediation was not successful. Having thus failed to resolve the dispute through voluntary agreement, the parties were afforded an

opportunity to modify their final offers or withdraw their final offers pursuant to Section 111.70(4)(cm), Wis. Stats.; neither party indicated a desire to either modify or withdraw their final offers (except as otherwise noted below).

The matter was scheduled for an arbitration proceeding to be conducted on December 30, 1981. At the hearing the parties were given an opportunity to present relevant evidence and testimony, and to make oral arguments. Although no verbatim transcript of the hearing was made, the parties were given an opportunity to submit post-hearing briefs; these were ultimately submitted to and exchanged through the Mediator-Arbitrator.

ISSUES AND FINAL OFFERS

The parties were able to achieve settlement at the bargaining table on a number of issues. Additionally, through the final offer exchange, the parties were able to resolve several other issues, including the 1981-82 school calendar, additional provisions relating to staff reductions and supervisory re-entry into the bargaining unit, personal leave, mileage reimbursement for the 1981-82 school year, compensation for the Driver Education teacher for the 1981-82 school year, the addition of an MA + 30 lane to the parties' Salary Schedule, and the rate of pay for summer band. However, several additional issues remained in dispute. These issues include: the Salary Schedule for the 1981-82 school year (and, under the Association's final offer, the Salary Schedule for the 1982-83 school year), replacement pay for temporary teachers, the duration of the Collective Bargaining Agreement, mileage rates for the 1982-83 school year, and the level of pay for Gymnastics under the Extra Pay Schedule. Additionally, the Association has proposed a calendar for the 1982-83 school year. At the arbitration hearing the District and the Association mutually agreed to allow the Association to modify the proposed 1982-83 calendar; the final offer of the Association for the 1982-83 school calendar reproduced below reflects these agreed upon modifications.

FINAL OFFERS:

A. Final Offer of the Kewaskum Education Association.

KEWASKUM EDUCATION ASSOCIATION
Final Offer for Arbitration

1. Amend Article VI, Section 6B, Extra Pay, paragraph six (6) by addition:

"Effective July 1, 1982 the rate for mileage shall be 22 cents/mile."
2. Change Section VI - Pay Schedule - Improvement Levels, paragraph G to read:

"Masters Degree plus 30 graduate credits earned after granting of degree and in the teaching field."
3. Extra Pay Schedule. The following changes are to be made in the Extra Pay Schedule A:

Gymnastics - change to Level 1.
Summer Marching Band, add the following: "The director of the High School Summer Marching Band will be paid at the rate of \$6.00 per hour for the hours worked by the Director."
4. Article XXI, Duration, is amended (excluding the signator clause) in its entirety to read as follows:

"Except as otherwise specified, the provisions of this agreement will be effective on the 1st day of July, 1981, and shall continue and remain in full force and effect as binding on the parties until June 30, 1983. The terms of this agreement shall continue in full force and effect from year to year following the expiration date unless written notice is given by either party hereto as provided in Section III, paragraph 1.

The parties agree that the 81-82 salary schedule shall have all cells of the salary schedule increased by 9.25% for the 82-83 school year. Either party may reopen the salary schedule provision for the 82-83 school year in the event that the percentage increase in the Consumer Price Index - All Urban Consumers Milwaukee Area (1967 = 100), between May, 1981, and May, 1982, exceeds twelve and one quarter (12 1/4%) percent or if the percentage increase is less than six and one-quarter (6.25%) percent. In that case either party may reopen negotiations on the 82-83 salary schedule only. Notice of intent to reopen must be served, in writing, on the other party on or before July 15, 1982.

All hourly or other wage rates in the contract not indexed to the base salary rates for 82-83 shall be increased by 9.25%."

KEA CALENDAR
1982-1983

Tues., Aug. 24	New Teachers Inservice
Wed., Thurs., Fri., Aug. 25, 26, 27	In Service for all Teachers
Mon., Aug. 30	Classes begin for all students
Mon., Sept. 6	Labor Day - No School
Wed., Oct. 27	End of First Nine Weeks
Thurs., Fri., Oct. 28, 29	WEAC Convention - No School
Mon., Nov. 1	In Service - No School
Wed., Nov. 10	Conferences 1-5, 6-9 (No Students) 1 day In Service
Thurs., Fri., Nov. 25, 26	Thanksgiving Vacation - No School
Thurs., Dec. 23	Last Day of Classes before Vacation
Mon., Jan. 3	Classes Resume
Thurs., Jan. 20	End of First Semester
Fri., Jan. 21	In Service - No School
Fri., March 25	End of Third Nine Weeks
Wed., April 13	Conferences 6-9 (1/2 day In Service)
Fri., March 25	Last day of Classes before Vacation
Mon., April 4	Classes Resume
Mon., May 30	Memorial Day - No School
Fri., June 3	Last Day of Classes
Sat., June 4	In Service (1/2 day)

All snow or emergency days on which school is called off will be made up except for the first and second. If three snow or emergency days, all days will be made up at the end of the year.

180 Contact
7 In Service
3 Holidays

KEA FINAL OFFER
SALARY SCHEDULE FOR CAREER TEACHERS

1981-82

4.5% for 3 Steps, Thereafter 5% of Column Base
2.75% Across

New Step (BA,12) Included

<u>STEP</u>	<u>A</u> <u>B.A.</u>	<u>B</u> <u>BA+6</u>	<u>C</u> <u>BA+15</u>	<u>D</u> <u>BA+21</u>	<u>E</u> <u>BA+30/M</u>	<u>F</u> <u>MA+10</u>	<u>G</u> <u>MA+30</u>
1	12,100	12,432	12,765	13,097	13,429	13,761	14,095
2	12,645	12,991	13,339	13,686	14,033	14,381	14,728
3	13,190	13,550	13,913	14,276	14,637	15,000	15,363
4	13,734	14,109	14,487	14,866	15,241	15,619	15,997
5	14,280	14,669	15,062	15,455	15,844	16,238	16,632
6	14,824	15,228	15,637	16,045	16,448	16,857	17,266
7	15,429	15,849	16,275	16,700	17,120	17,545	17,971
8	16,034	16,470	16,914	17,355	17,791	18,233	18,676
9	16,639	17,092	17,553	18,011	18,463	18,920	19,381
10	17,244	17,713	18,191	18,666	19,134	19,609	20,087
11	17,849	18,334	18,830	19,321	19,806	20,296	20,792
12	18,454	18,956	19,469	19,976	20,477	20,984	21,497
13			20,107	20,631	21,148	21,671	22,203
14				21,285	21,819	22,359	22,907
15					22,492	23,047	23,613
16						23,735	24,318

KEA FINAL OFFER
SALARY SCHEDULE FOR CAREER TEACHERS

2nd Year, 1982-83

4.5% for 5 Steps, Thereafter 5% of Column Base
2.75% Across

New Step (BA,12) Included

<u>STEP</u>	<u>A</u> <u>B.A.</u>	<u>B</u> <u>BA+6</u>	<u>C</u> <u>BA+15</u>	<u>D</u> <u>BA+21</u>	<u>E</u> <u>BA+30/M</u>	<u>F</u> <u>MA+10</u>	<u>G</u> <u>MA+30</u>
1	13,219	13,582	13,946	14,308	14,671	15,034	15,399
2	13,815	14,193	14,573	14,952	15,331	15,711	16,090
3	14,410	14,803	15,200	15,597	15,991	16,388	16,784
4	15,004	15,414	15,827	16,241	16,651	17,064	17,477
5	15,601	16,026	16,455	16,885	17,310	17,740	18,170
6	16,195	16,637	17,083	17,529	17,969	18,416	18,863
7	16,856	17,315	17,780	18,245	18,704	19,168	19,633
8	17,517	17,993	18,479	18,960	19,437	19,920	20,404
9	18,178	18,673	19,177	19,677	20,171	20,670	21,174
10	18,839	19,351	19,874	20,393	20,904	21,423	21,945
11	19,500	20,030	20,572	21,108	21,638	22,173	22,715
12	20,161	20,709	21,270	21,824	22,371	22,925	23,485
13			21,967	22,539	23,104	23,676	24,257
14				23,254	23,837	24,427	25,026
15					24,573	25,179	25,797

B. Final Offer of the School Board of Kewaskum.

SCHOOL BOARD OF KEWASKUM
Final Offer

1. SECTION VII

F. Replacement Teacher

A replacement teacher shall be defined as a teacher who is replacing a contracted teacher who is on a leave of absence which will exceed forty-five (45) consecutive work (calendar) days. It is understood that the return of the contracted teacher on a leave of absence or the end of the school year shall result in the termination of the replacement teacher's job (i.e., just cause).

A replacement teacher shall be paid in accordance with District policy for the first forty-five (45) work days. Thereafter the replacement teacher shall be placed on the salary schedule in accordance with Section VI of this Agreement. All other provisions of this Agreement shall likewise apply to replacement teachers.

Statutory Criteria:

Section 111.70(4)(cm)7 requires that the Mediator-Arbitrator consider the following criteria in the decision-making process:

- A. The lawful authority of the municipal employer.
- B. Stipulations of the parties.
- C. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- D. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities and in private employment in the same community and comparable communities.
- E. The average consumer prices for goods and services, commonly known as the cost-of-living.
- F. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- G. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- H. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

COMPARABILITY

Positions of the Parties:

The District maintains that the issue of comparability is critical in this dispute. The District states that it has specifically selected school districts which were identified as comparable districts in a prior arbitration award involving the same parties (Kewaskum School District, Decision No. 17981-A). However, the District further suggests that the seven school districts utilized by Arbitrator Mueller in the prior arbitration award should be used as "additional comparable districts"; and that the primary comparables should consist of those schools which comprise the current athletic conference (identified as the Eastern Wisconsin Athletic Conference). In support of this position, the Board argues that arbitrators Byron Yaffe and Sharon Imes have utilized the Eastern Wisconsin Athletic Conference and the School District of Kewaskum as comparable districts in subsequent arbitration awards.¹ The District points out that in the Sheboygan Falls case Arbitrator Imes used the Eastern Wisconsin Athletic Association Conference schools as the exclusive set of comparable districts, and further noted that the recent realignment of schools into this Athletic Conference provides additional support for the conclusion that the Athletic Conference schools constitute the appropriate comparable districts.

¹School District of Two Rivers, Decision No. 18610-A;
School District of Sheboygan Falls, Decision No. 18376-A

The District points out that the Association's criteria for comparability is based exclusively on geographic proximity; the District contends that the Association's comparables include only specified districts within a defined radius of the City of Milwaukee. The District points out that the Association's list of comparable school districts range anywhere from 20 to 40 miles north and west of the city of Milwaukee. Furthermore, the Association attempts to utilize districts which compete in the middle school athletic conference but rejects the appropriate high school athletic conference. Within the group of comparables utilized by the Association, enrollment ranges from 742 students to 6,519 students for the Group I comparables; and for the Group II school districts, enrollment ranges from 860 to 8,371 students. The District therefore urges the Arbitrator to reject the Association's list of comparable school districts since said comparables do not conform to the relevant criteria established for selection of comparable school districts by prior arbitral reasoning.

The Association contends that the record developed in the arbitration proceeding allows the Arbitrator to select the group of comparables most appropriate to the Kewaskum School District. Noting that numerous school districts have been cited by both parties in support of their position on the comparability issue, the Association believes that the greater Milwaukee area school districts are the most appropriate comparable districts. The Association argues that teachers who work in the Kewaskum School District are directly affected by the cost of food, housing, gasoline, etc., in the greater Milwaukee area. The Association argues that the areas surrounding Milwaukee and West Bend are the appropriate areas in which comparable information should be developed for purposes of analyzing the final offers of the parties. As an example of this, the Association introduced into evidence exhibits which demonstrate that a larger number of Kewaskum's teachers reside in West Bend than in the city of Kewaskum. The same is also true for shopping preferences and the utilization of medical facilities.

The Association has included as comparable school districts those districts which generally comprise the CESA #16 geographic district, as well as the Four County Standard Metropolitan Statistical Area (SMSA).

The Association contends that the District, by relying on a newly created athletic conference, has chosen to ignore the prior athletic conference which existed for the past six years, as well as contiguous school districts. The Association contends that the District has tried to "pick and choose" certain districts with respect to athletic conferences and contiguous districts. As an example of this, the Association points out that the District would prefer to include as a comparable district Hartford Union High School; however, the District has not chosen Hartford Elementary School which is across the street from Hartford Union High School. Furthermore, the District chooses to utilize certain school districts (such as Lomira) which are approximately one-half the size of Kewaskum and do not compete athletically with Kewaskum; and yet the District does not utilize, as comparable districts, equidistant schools such as Port Washington, Grafton or Cedarburg. These districts do compete directly with the School District of Kewaskum.

In contrast to this "pick and choose" attempt by the District to predetermine the outcome of the arbitration proceeding, the Association points out that it has chosen schools which utilize all of the districts within Washington County, as well as three other primary comparables (Grafton, Pewaukee and Hartland Elementary). The Association contends that the evidence introduced at the hearing establishes that the per pupil costs and pupil/staff ratios for Kewaskum teachers compare with the districts cited by the Association in the Four County Standard Metropolitan Statistical Area. Additionally, the Association points out that Washington, Ozaukee, and Waukesha Counties (W-O-W) cooperate in the CETA consortium. Additionally, the Bureau of Labor Statistics of the United States Department of Labor collects and tabulates data for Milwaukee,

Waukesha, Ozaukee and Washington counties and considers these areas to be an appropriate and distinct labor statistical area. The private sector has long since utilized comparable wage rates for this geographical portion of Wisconsin. The Association further points out that the teachers at Kewaskum reside primarily either in West Bend or in Kewaskum, but do not reside in those districts cited by the Board. For instance, of the Board's comparable districts which have been cited, only 16.7% of the teachers in Kewaskum reside in Sheboygan or Fond du Lac counties; whereas, according to the Association, 81.6% of the teachers at Kewaskum reside in Washington County.

The Association further points out that the District itself had previously identified twenty schools which ranked closest to Kewaskum on the basis of enrollment. These schools included Ashland, DeForest, DePere, Edgerton, Ellsworth, Jefferson, Medford, Onalaska, Platteville, Plymouth, Portage, Reedsburg, River Falls, Shorewood, Slinger, Waupaca, West DePere, Whitewater, Whitnall and New Richmond. (Exhibits A-5 and A-6). Responding to statements of prior arbitrators, the Association contends that the use of athletic conferences, particularly when expanded outside of the Four County Metropolitan Statistical Area, has not been utilized for purposes of determining comparability; at least, argues the Association, when determining which districts should be included in a list of primary comparables. Thus, the Association contends that the following list of school districts should be included in the primary list of comparables: Random Lake, Cedar Grove, Ferdonia, Grafton, Germantown, Pewaukee, Hartland Elementary and Union High, Hartford Elementary and Union High, Slinger, West Bend and Mayville. These comparables conform to prior arbitral precedent, are contiguous to Kewaskum, have been utilized by the District itself at different points in time for demonstrating comparability, and generally conform to the established criteria recognized for selecting comparable employers. In addition, the Association's list of comparable districts include many school districts found in CESA #16. The Association points out that the District's comparables do not predominantly fall within this CESA District.

Arguing that prior arbitration awards relating to this geographic area as well as the reasoning of most arbitrators when determining the issue of comparability support its position, the Association urges the Arbitrator to choose those school districts identified as primary comparables by the Association when comparing the final offers of the parties.

Discussion:

The undersigned has carefully reviewed the proposed sets of comparables offered by the parties, and additionally has given great weight to arbitral precedent. Taking into account geographic location, the relevant athletic conference, average pupil enrollment, per pupil operating costs, full value tax rates, and equalized valuation per pupil, the undersigned Arbitrator is inclined to concur with the District's position that the Athletic Conference, having recently been re-evaluated and realigned, provides an accurate set of districts by which to measure the final offers of the parties. These districts would therefore include Chilton, Kiel, New Holstein, Plymouth, Sheboygan Falls, Two Rivers and Valders.

Certainly such an alignment would be consistent with the decision of Arbitrator Imes in School District of Sheboygan Falls (Decision No. 18376-A). However, sufficient data has not been presented to the undersigned to permit him to use Sheboygan Falls as a comparable district. And while Two Rivers may be an appropriate comparable because of its alignment within the Eastern Wisconsin Athletic Conference, the undersigned concludes that it is not appropriate to utilize the salary schedule of Two Rivers since that schedule has been structured on a calendar year basis as opposed to a school year basis.

It is therefore not possible for the undersigned to interpolate the necessary data for purposes of making a comparative analysis. While Kewaskum was cited as a comparable district in Two Rivers Public School District (Decision No. 18610-A), it must be noted that Kewaskum was not a primary comparable, but rather one of the four additional districts utilized by Arbitrator Yaffe for comparative purposes.

Thus, the net result that would occur if the undersigned were to adopt the District's suggestion that the comparable districts are those school districts comprising the Eastern Wisconsin Athletic Conference, is that four districts could be utilized for comparative analysis: Chilton, Kiel, Plymouth and New Holstein. Since this limited number of districts has a tendency to distort any meaningful analysis, the undersigned Arbitrator has concluded that the inclusion of school districts from the CESA #16 region should also be utilized for developing comparability information. The use of CESA #16 districts for comparability purposes is not uncommon.² Based on the available information supplied by the parties, the additional districts of New Berlin, Slinger, Elmbrook, Hamilton, and Mukwonago can also be included as comparable districts; these districts are located within CESA #16, the CESA district which also includes the School District of Kewaskum. The undersigned Arbitrator has also included the School District of Random Lake as a comparable district since the District and the Association have agreed that Random Lake is a comparable district.

Salary Issue:

Position of the Board:

The Board contends that its offer maintains the District's relative position in terms of rank and dollar differential with respect to the average of the comparable districts. Utilizing the District's comparables, the Board maintains that its rank remains number one at nearly all keypoints in the salary schedule, and that the final offer of the District at the schedule maximum benchmark far exceeds the average of the comparables. Using the District's comparables, the Board contends that it is unreasonable for the Arbitrator to ask the District to do more than maintain its number one ranking and at the same time to expand its relative position in terms of actual dollars above the average at the benchmark positions. Arguing that Board Exhibit No. 20 demonstrates the continual improvements made by the District at the schedule maximum benchmark, the District points out that for 1980-81, the District was \$2300.00 above the average of the comparable districts (the athletic conference); while its offer for 1981-82 school year would increase this position to \$2500.00 above the average of the comparables.

While acknowledging that when compared to the "additional comparable districts" against which the Board has also compared itself, the Board maintains that even though it may not be number one among these comparables, at every comparative point on the salary schedule the Board maintains its rankings over the prior year. Concluding that maintenance of ranking demonstrates the reasonableness of its final offer, the Board contends that its data supports the position that the Arbitrator should select its final offer. The Board does acknowledge that, as argued by the Association, some teachers in other districts will receive greater dollar increases on the average than the Board's final offer will provide to teachers in Kewaskum. The Board points out that this is a function of percentages being applied to existing salary schedules which, in other districts, may already be higher; or that other districts may have a larger percentage of their teachers at higher salary levels.

²See Richmond Elementary School, Joint District 2, Lisbon - Pewaukee, Decision No. 18176-A.

Finally, the Board argues that the increase which it is offering by its 1981-82 salary schedule is well in excess of the rate of inflation as measured by the CPI - National Series. Arguing that the index in recent months has consistently dropped below the Board's final offer, the Board maintains it is appropriate for the Arbitrator to consider changes which occur during the pendency of the arbitration proceedings, and further argues that the decline in the CPI makes the Board's final offer even more attractive. The Board maintains that, having reviewed the evidence and the settlements found in other districts, the Board's offer is well within the ranges suggested by voluntary settlements as well as arbitration awards. For these reasons, the Board believes that its offer is the more reasonable and must be selected by the Arbitrator.

Position of the Association:

Aside from the inaccuracies contained in the District's exhibits, the Association argues that even various exhibits of the District demonstrate the need for "catch up" on the part of teachers at Kewaskum. The Association further points out that, while the Association is not in agreement with the Board's reliance on the School Districts of Kiel, Plymouth, and Two Rivers as comparable school districts, even those settlements (arbitration decisions) indicate that the pattern of settlements in the surrounding areas range from 13.1% to 13.82% as total package costs for the 1981-82 school year comparables. Arguing that the districts which surround Kewaskum have been making substantial efforts to "catch up" to the prevailing wage rates being paid to teachers in the districts surrounding the city of Milwaukee, the Association points out that Kewaskum has done nothing to maintain its prior ranking and relative salary for teachers represented by the Kewaskum Education Association. Thus, Kewaskum is faced with not only a progressive erosion over the years, but additionally, Kewaskum teachers have failed to maintain both their rank and their average salary when compared to districts geographically contiguous to it. Citing arbitration decisions by Arbitrators Gundermann and Zeidler, the Association stresses that the average salary increase per teacher in Kewaskum has consistently decreased when measured against the average of the comparables; and further, that selection of the District's final offer would result in Kewaskum teachers being placed at the bottom of the comparable school districts in terms of actual salaries paid.

The Association admonishes the Arbitrator to review not only the minimums and maximums provided by the District for comparable school districts as measured against the salary schedules for Kewaskum teachers, but also to review the internal structure of the salary schedules. More specifically, the Association contends that internal comparison at the 7th Step of the BA Lane and the 10th Step of the MA Lane will indicate to the Arbitrator the reasonableness of the Association's final offer and the unreasonableness of the District's final offer. The Association indicates that both the Slinger and Hartford High School salary schedules have been substantially changed to provide for the internal catch up necessary to permit teachers to compete with the Milwaukee area comparable school districts. On both an absolute dollar basis and a percentage increase basis, the Association argues that its final offer must be selected because it permits teachers in the Kewaskum School District to remain somewhat competitive with teachers in the surrounding geographic communities.

The Association further demonstrates that its final offer is more reasonable by pointing out that the prior arbitration award of Arbitrator Mueller involving the same parties concluded that:

"It is therefore clear that under any and all of the above comparables, that the District's final offer is substantially below that of the comparables at the BA lane maximum step amount."

The Association claims that its final offer containing 12 steps at the BA Maximum is more closely aligned to the average number of steps in the comparable districts (12.5 steps). The Association argues that even under its final offer, the rank of Kewaskum teachers would be reduced from 10th to 11th if the Association's position were adopted, whereas if the District's final offer at the BA Maximum level is adopted, that rank would slide from 10th to 13th.

Additionally, the Association argues that in a recent decision of Arbitrator Zeidler, the take home pay of the average teacher was given considerable weight.³ Arbitrator Zeidler noted that the Board's final offer in that particular case was low in comparison to both the "dollar amount and percentage increase" of the average teacher in the comparable districts. Similarly, the Association points to the decision of Arbitrator Gundermann in Waukesha County Technical Institute (MED/ARB-1182 1/82), wherein the Arbitrator stated that:

"While percentage increases serve as a useful guide to settlement, the ultimate comparison must be made in dollars. It is impossible, based on the information available, to calculate the impact of salary increases on the schedules of comparable districts, as figures include increments and earned credits. Assuming a similar distribution of teachers on the salary schedules for all districts, even if the Board's percentage increase is somewhat less than the percentage increase of comparable districts, its dollar increase will at least approximate other settlements."

The Association concludes that these two recent decisions demonstrate that greater weight is being placed upon the monetary average of the salary increases paid to teachers as opposed to the percentage increases paid to teachers. The Association then argues that the District's final offer would produce the lowest dollar increase among comparable districts which the Association uses for comparability purposes; the Association's final offer, on the other hand, permits the teachers at Kewaskum to maintain their relatively low rank, and yet prevents further erosion.

The Association further points out that none of the above arguments take into consideration the "catch up" factor which the Association argues is necessary for teachers at Kewaskum to achieve in order to be competitive with teachers in surrounding geographic districts. Having developed a "worse case analysis" (Exhibit A-41), the Association demonstrates that, under the Association's final offer, ranks at the BA maximum and the schedule maximum decrease; under the Board's final offer, the rank order for Kewaskum further deteriorates. In short, the Association contends that even under its final offer, Kewaskum teachers will remain at the bottom of the regional "economic barrel".

Finally, the Association argues that the cost of living and standard of living figures support the Association's final offer. Arguing that teachers in Kewaskum have suffered a tremendous setback during the course of high inflationary rates and double digit inflation, the Association contends that the final offer of the KEA is clearly more reasonable than that of the Board. When this information is coupled with the Association's final offer for a 1982-83 school year salary schedule, it becomes apparent that the more reasonable final offer is that of the Association. Thus, on the basis of the prior cost of living and the appropriate standard of living, coupled with the pattern of settlements for the 1982-83 school year, the Association's final offer should be adopted by the Arbitrator.

³Hartford Union High School (MED/ARB-1108) 2/82

Discussion (Salary Issue):

For purposes of analyzing the parties' salary schedule proposals, the undersigned has developed a number of charts which will be used to indicate the impact of the final offers of the parties. For all of the charts developed by the undersigned Arbitrator, seven benchmarks have been utilized for comparative purposes: salaries at the BA Base, BA 7th step, BA Maximum, MA Base, MA 10th step, MA Maximum, and the Schedule Maximum. The following seven charts (Charts A through G) represent a composite of those districts which comprise the Athletic Conference and CESA #16 school districts; in addition, the school district of Random Lake is included since the parties agreed to incorporate Random Lake as a comparable district:

CHART A
BA Base

<u>District</u>	<u>80/81</u>	<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Random Lake	\$11,025	\$12,050	9.3	1025
Chilton	11,050	12,000	8.6	950
Kiel	11,025*	12,000	8.8	975
Plymouth	11,000	12,000	9.1	1000
New Holstein	11,150	12,050	8.1	900
New Berlin	11,868*	13,353*	12.5	1485
Slinger	11,330	12,155	7.3	825
Elmbrook	11,629	12,780	9.9	1151
Hamilton	11,750	12,923*	10.0	1173
Mukwonago	12,000	12,996	8.3	996
Average	11,383	12,430	9.2	1048
Kewaskum	11,100	Bd. 12,050 Assn 12,100	Bd. 8.6 Assn 9.0	Bd. 950 Assn 1000
+ Average	-283	Bd. -380 Assn -330	Bd. -.6 Assn -.2	Bd. -98 Assn -48
Ranking	10/11	Bd. 6/7/8 Assn 6		

*Split schedule; average used

CHART B
BA - 7th Step

<u>District</u>	<u>80/81</u>	<u>81-82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Random Lake	\$14,333	\$15,665	9.3	1332
Chilton	14,089	15,300	8.6	1211
Kiel	14,001*	15,240	8.8	1239
Plymouth	14,020	15,294	9.1	1274
New Holstein	14,495	15,665	8.1	1170
New Berlin	14,688*	16,523*	12.5	1835
Slinger	14,276	15,802	10.7	1526
Elmbrook	15,120	16,617	9.9	1497
Hamilton	14,975	16,254*	8.5	1279
Mukwonago	14,550	15,756	8.3	1206
Average	14,455	15,812	9.4	1357
Kewaskum	14,155	Bd. 15,363 Assn 15,429	Bd. 8.5 Assn 9.0	Bd. 1208 Assn 1274
+ Average	-300	Bd. -449 Assn -383	Bd. -.9 Assn -.4	Bd. -149 Assn +66
Ranking	8/11	Bd. 8 Assn 8		

*Split schedule; average used

CHART C
BA Maximum

<u>District</u>	<u>80/81</u>	<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Random Lake	\$18,743	\$20,485	9.3	1742
Chilton	16,299	17,700	8.6	1401
Kiel	16,977*	18,480	8.9	1503
Plymouth	17,120	19,678	9.1	1558
New Holstein	17,729	19,160	8.1	1431
New Berlin	18,565	20,885	12.5	2320
Slinger	17,111	18,640	8.9	1529
Elmbrook	19,363*	21,280*	9.9	1917
Hamilton	18,325	20,707	13.0	2382
Mukwonago	18,650	20,196	8.3	1546
Average	17,889	19,622	9.7	1579
Kewashum	16,375	Bd. 17,775 Assn 18,454	Bd. 8.5 Assn 12.7	Bd. 1400 Assn 2079
+ Average	-1,514	Bd. -1,847 Assn -1,168	Bd. -1.2 Assn +3.0	Bd. -179 Assn +500
Ranking	10/11	Bd. 10 Assn 9		

*Split schedule; average used

CHART D
MA Base

<u>District</u>	<u>80/81</u>	<u>81-82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Random Lake	\$12,680	\$13,859	9.3	1179
Chilton	11,750	12,700	8.1	950
Kiel	12,128*	13,200	8.8	1072
Plymouth	11,700	13,000	11.1	1300
New Holstein	11,750	12,650	7.7	900
New Berlin	13,278	14,938	12.5	1660
Slinger	12,576	13,613	8.2	1037
Elmbrook	13,134	14,434	9.9	1300
Hamilton	13,250	14,601*	10.2	1351
Mukwonago	13,325	14,432	8.3	1107
Average	12,558	13,743	9.4	1186
Kewaskum	12,320	Bd. 13,376 Assn 13,429	Bd. 8.6 Assn 9.0	Bd. 1056 Assn 1109
+ Average	-230	Bd. -367 Assn -314	Bd. -.8 Assn -.4	Bd. -130 Assn -77
Ranking	7/11	Bd. 7 Assn 7		

*Split schedule; average used

CHART E
MA - 10th Step

<u>District</u>	<u>80/80</u>	<u>81-82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Random Lake	\$17,641	\$19,282	9.3	1641
Chilton	16,744	18,098	8.1	1354
Kiel	16,592*	18,060	8.8	1468
Plymouth	16,685	18,541	11.1	1856
New Holstein	17,038	18,343	7.7	1305
New Berlin	18,743	21,085	12.5	2342
Slinger	18,245	19,569	7.3	1324
Elmbrook	18,818*	20,681*	9.9	1863
Hamilton	18,245	20,051*	9.9	1806
Mukwonago	18,075	19,580	8.3	1505
Average	17,683	19,329	9.3	1647
Kewaskum	17,554	Bd. 19,062 Assn 19,134	Bd. 8.6 Assn 9.0	Bd. 1508 Assn 1580
+ Average	-129	Bd. -267 Assn -195	Bd. -.7 Assn -.3	Bd. -139 Assn -67
Ranking	7/11	Bd. 7 Assn 7		

*Split schedule; average used

CHART F
MA Maximum

<u>District</u>	<u>80/81</u>	<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Random Lake	\$20,949	\$22,897	9.3	1948
Chilton	19,958	21,563	8.0	1605
Kiel	19,568*	21,300	8.9	1732
Plymouth	18,905	21,013	11.2	2108
New Holstein	19,740	21,252	7.7	1512
New Berlin	21,385	24,060	12.5	2675
Slinger	19,947	21,514	7.9	1567
Elmbrook	22,974*	25,248*	9.9	2274
Hamilton	21,925	25,219	15.0	3294
Mukwonago	22,175	24,020	8.3	1845
Average	20,753	22,809	9.9	2056
Kewaskum	20,634	Bd. 22,407 Assn 22,492	Bd. 8.6 Assn 9.0	Bd. 1773 Assn 1858
+ Average	-119	Bd. -402 Assn -317	Bd. -1.3 Assn -.9	Bd. -283 Assn -198
Ranking	6/11	Bd. 6 Assn 6		

*Split schedule; average used

CHART G
Schedule Maximum

<u>District</u>	<u>80/81</u>	<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Random Lake	\$22,273	\$24,345	9.3	2072
Chilton	20,296	21,901	7.9	1605
Kiel	19,788*	21,540	8.9	1752
Plymouth	19,350	21,454	10.9	2104
New Holstein	20,244	21,756	7.5	1512
New Berlin	22,795	25,640	12.5	2845
Slinger	21,193	22,972	8.4	1779
Elmbrook	24,254*	26,655*	9.9	2401
Hamilton	23,525	26,980	14.7	3455
Mukwonago	23,675	25,646	8.3	1971
Average	21,739	23,889	9.9	2150
Kewaskum	22,309	Bd. 24,218 Assn 24,318	Bd. 8.6 Assn 9.0	Bd. 1909 Assn 2009
<u>+ Average</u>	+570	Bd. +329 Assn +429	Bd.-1.3 Assn -.9	Bd. -241 Assn -141
Ranking	5/11	Bd. 6 Assn 6		

*Split schedule; average used

A general review of the above tables indicates that, on the whole, the Board's salary offer is generally further from the average percentage increase for the comparable districts than is the Association's final offer. The same is generally true for the actual dollar increase when the Board's and Association's final offers are compared to the average dollar increases in comparable districts.

Chart A compares the Board's and Association's final offers against the BA Base average for the comparable districts. Neither the Association's nor the Board's final offer would appreciably result in the teachers at Kewaskum suffering a loss in rank; rather, under both the Board's and Association's final offers the position of the teachers at Kewaskum would improve at the BA Base level. While the general ranking for Kewaskum teachers was 10 out of 11 during the 1980-81 school year, under the Board's final offer and the Association's final offer the ranking of Kewaskum teachers would improve to that of 6 out of 11 districts. However, while the ranking between the 1980-81 school year and the 1981-82 school year would not be substantially affected by the final offers of the parties, the actual dollar differential between the average dollar increase for comparable school boards as well as the average percentage increase for comparable school boards would tend to favor the Association's final offer. That is, the Board's offer would produce a percentage increase of only 8.6%, whereas the Association's final offer would produce an increase of 9.0% at the BA Base level. The average percentage increase among comparable districts between the 1980-81 and 1981-82 school years is 9.2%. Thus, the Board's final offer is .6% less than that provided by the average of the comparables, whereas the Association's final offer is only .2% less than the average of the comparable districts when computed on a percentage basis. When actual dollar increases are measured, the Board's final offer is \$98.00 less than the average increase offered by the comparable districts, whereas the Association's final offer is only \$48.00 less than the average.

Perhaps the most significant indication of the parties' final offers can be seen from the perspective of the actual salary differentials for the average of the comparable districts when measured against

the final offers: under the Board's final offer, the BA Base rate for teachers at Kewaskum is \$380.00 less than the average BA Base rate in the comparable school districts; under the Association's final offer, the teachers at Kewaskum would receive a salary that is \$330.00 less than the average salary paid by comparable districts at the BA Base level.

At the BA 7th step (Chart B), the differentials continue to be somewhat minimal: under the Board's final offer, the average percentage increase for Kewaskum teachers would be .9% less than the average for the comparable districts and the dollar increase would be \$149.00 below the average for said districts; under the Association's final offer, the percentage increase would be reduced to only .4% below the average of the comparable districts and would produce a dollar increase of \$66.00 above the average of the comparables. More importantly, however, is the fact that the Board's final offer would result in a \$449.00 differential between the average salary for a comparable teacher at the BA 7th step and Kewaskum teachers; on the other hand, selection of the Association's final offer would result in a differential of only \$383.00 less than the average of the comparables at the BA 7th step level of the salary schedule. Under either offer, however, the District's ranking would remain the same: 8 out of 11 for school years 1980-81 and 1981-82.

Chart C indicates the relative impact of the parties' final offers at the BA Maximum level (0 credits). It is obvious from reviewing this information that the District's final offer maintains the prior rank of Kewaskum teachers (10 out of 11 comparable districts), is closer to the average percentage increase for the 1981-82 school year when compared with the comparable districts, and is closer to the average dollar increase granted to teachers in comparable districts. The Association's final offer would improve rank and provide a percentage increase which is 3% higher than the average increase granted to other teachers in comparable districts at the BA Maximum level; in addition, the Association's final offer is \$500.00 above the average increase granted to teachers in comparable districts.

It would appear that at the BA Maximum level the Association's final offer is completely out of line with the pattern of settlements among the comparable districts. However, the Association has explained this disparity by referring to Arbitrator Mueller's prior award, wherein the Arbitrator stated: "It is therefore clear that under any and all of the above comparables, that the District's final offer is substantially below that of the comparables at the BA lane maximum step amount." (Kewaskum School District, Decision No. 17981-A, page 8). Additionally, it is to be noted that the Association's final offer will not significantly change the rank position of Kewaskum teachers at this benchmark: For the 1980-81 school year, Kewaskum teachers at the BA Maximum earned \$1,514.00 less than the average of the comparable districts at this point on the salary schedule; under the Association's final offer for the 1981-82 school year, Kewaskum teachers at the BA Maximum step of the salary schedule will still earn significantly below the average salary for comparable teachers in comparable districts, i.e., \$1,168.00 below the average of the comparables. The Board's final offer, on the other hand, would continue to expand the differential between Kewaskum teachers and their counterparts in comparable districts. Under the Board's proposal a Kewaskum teacher at the BA Maximum level of the salary schedule would receive \$1,847.00 less than the average salary for BA Maximum teachers in comparable districts. The District's final offer produces further erosion at this point in the salary schedule.

Chart D demonstrates the impact of the parties' final offers at the MA Base. Under both the Board's and the Association's proposals rank among the comparables remains the same, slight erosion occurs under both final offers from an actual salary standpoint, both offers are somewhat less than the average percentage increase granted to teachers in comparable districts, and the same is true

as to the dollar amount increases, i.e., both final offers would provide a smaller dollar increase than the average dollar increase in comparable districts.

Chart E demonstrates that at the MA 10th step the same impact of the parties' final offers would occur as that previously demonstrated by Chart D: constant relative ranking, additional deterioration at a minimal level in actual salaries paid, less-than-average percentage increases, and slightly less dollar increases than those granted to teachers in comparable districts at this benchmark.

At the MA Maximum (Chart F) there is no significant difference in the parties' positions. Under either final offer the parties would retain relative rank. Greater erosion in actual salary would occur under both proposals, but the actual salary difference between the Board's and Association's final offers is less than \$100.00. Both offers are below the average percentage increase granted to teachers in comparable districts, while the dollar differential between the average dollar increase granted to teachers in comparable districts and the final offers of the parties is again less than \$100.00.

At the Schedule Maximum (Chart G), both the Board's and the Association's final offers produce a slight decline in ranking (from 5 to 6 out of 11). In terms of actual salaries paid at the Schedule Maximum, the Board's Final Offer is closer to the average of the comparables at this benchmark; the Association's final offer is \$100.00 further away from the average than is the District's offer. On the basis of percentage increases, however, the Association's proposal is closer to the average percentage increase than is the Board's final offer (a difference of .4% less than the average between the two final offers). Finally, the actual dollar increase when measured against the average dollar increase paid in comparable districts at the Schedule Maximum demonstrates that the Association's proposal is \$100.00 closer to the average increase than the District's final offer.

In attempting to determine which of the proposed salary schedules is more reasonable, the undersigned finds little in the way of significant differences between the respective schedules submitted by the parties. There is, however, one major exception to this conclusion: the final offers of the parties differ significantly at the BA Maximum benchmark, and selection of either final offer will have a greater potential impact upon the teachers in the District at this point in the salary schedule.

The Association's argument for making a significant adjustment to the salary schedule at the BA Maximum benchmark is predicated upon an analysis of Arbitrator Mueller's prior Kewaskum decision. It must be noted, however, that Arbitrator Mueller employed different comparable districts than those utilized by the undersigned. And although Mueller concluded that the District's final offer was below the comparables at the BA Maximum step, he ultimately concluded "that the District's proposal is the most comparable on the basis of the settlement percentage comparison". Thus, the undersigned cannot accept the Association's justification for its rather significant adjustment at the BA Maximum step. Taken as a whole, however, it would appear that both of the final offers are below the comparable averages at all of the benchmark points on the salary schedule which have been utilized for comparative purposes (except at the BA Maximum where the Association's offer is 3% higher than the average percentage increase and \$500.00 higher than the actual dollar increase; and the Association's proposal at the BA 7th step which, while continuing to expand a below average actual dollar salary, is \$66.00 greater than the average dollar increase). [In general, the final offers of both parties result in Kewaskum teachers receiving less than average percentage increases and dollar increases under either the District's or the Association's final offer.]

➤ Based upon all of the foregoing, it would appear that the Association's salary offer is less out of line with the salary norms established among the comparable districts. Since the Association's final offer does not result in a situation which permits the teachers at Kewaskum to leap-frog into a leadership position among the comparable districts, the Association's offer is deemed to be more comparable and therefore more reasonable in that regard. It is important, however, to assess this conclusion in terms of the size of the increase the Association seeks at the BA Maximum level. It is difficult to disregard the Association's position, which produces a percentage increase 3% greater than the average of the comparable districts and \$500.00 more than the average dollar increase for these districts. In addition, it must be noted that the Board's final offer would retain comparable ranking while the Association's final offer would improve the final ranking for Kewaskum teachers at the BA Maximum benchmark.

Having noted some of the shortcomings of the Association's final offer at the BA Maximum step, one cannot overlook the actual dollar impact on salaries at the BA Maximum step which would be created by the adoption of either the Board's or the Association's final offer. In this regard it must be noted that for the 1980-81 school year Kewaskum teachers received \$1,514.00 less than the average of the comparable districts at the BA maximum (0 credit) point on salary schedules. Under the Board's final offer for 1981-82, the differential would expand to \$1,847.00 below the average; the Association's final offer would narrow the gap to \$1,168.00 below the average of the comparable districts. Thus, while the Association's final offer would appear to be out of line relative to percentage increases and actual dollar increases for the given year when measured against the average percentage increases and dollar increases of comparable districts, it cannot be said that the Association's final offer will create a significantly improved position for Kewaskum among the comparables. The only accurate statement which can actually be made about the Association's final offer as it affects the BA Maximum position on the salary schedule is that the differential between Kewaskum teachers at the BA Maximum and comparable districts at the BA Maximum will be narrowed. Kewaskum teachers will receive only \$1,168.00 less than the average teacher in the comparable district at the BA Maximum point on the comparable salary schedules if the Association's final offer is selected. The undersigned concludes that adoption of the District's final offer would continue to erode the position of senior teachers located at the BA Maximum step of the salary schedule, while the Association's final offer narrows the relative differential of Kewaskum teachers from their counterparts in comparable districts; thus, selection of the Association's final offer will place Kewaskum teachers into a significantly competitive pattern with their comparable counterparts. When measured on an absolute salary basis for teachers who are similarly situated, it is not unreasonable for the Association to seek to improve the relative salary status of those teachers whose salaries are greatly out of line with the comparable averages. A review of Charts A through G indicates that absolute salaries of teachers at Kewaskum at the benchmark positions measured against absolute salaries of the average for the comparable districts vary by less than \$100.00 in all other benchmark positions; it is only at the BA Maximum position that the District's final offer impacts significantly upon Kewaskum's teachers. In fact, the actual dollar differential between the Board's and the Association's final offers approach a differential internally of almost \$700.00; on an external basis (measurement of the Board's and Association's final offers against the average of the comparables), it is clear that the Board's proposal would result in paying Kewaskum teachers who are at the BA Maximum (0 credit) step of the salary schedule \$1,847.00 below the average of the comparable districts who are at the same point in the salary schedule. When this figure is compared with the prior differential experienced by Kewaskum teachers during the 1980-81 school year, it is apparent that the Board's final offer creates further erosion at this point on the salary schedule, while the Association's final offer attempts to begin to minimize this

differential without significantly leap-frogging the teachers into a position which is substantially ahead of the other comparable districts. Thus, the undersigned concludes that the Association's final offer is more comparable and therefore is more reasonable than the District's final offer as such offers relate to the 1981-82 salary schedule.

The undersigned has not overlooked the District's rationale put forth in support of its final offer. Had the undersigned adopted the approach utilized by Arbitrator Imes in the Sheboygan Falls award and based comparability solely upon the Eastern Wisconsin Athletic Conference, it is clear that the Board's salary proposal would have generally maintained rank, been comparable on percentage and dollar increases, and would not create as significant a difference in real total salaries as appears from the composite comparables utilized by the undersigned. In this regard, the undersigned has attempted to evaluate the impact of the parties' offers when compared to the Athletic Conference schools and the School District of Random Lake (a school district mutually cited by the parties as a comparable district but which is not a CESA #16 school). Had the undersigned utilized the Eastern Wisconsin Athletic Conference together with Random Lake as a primary set of comparables and the CESA #16 schools as a secondary set of comparables, the results could have been interpreted in an entirely different fashion. The following Charts (1 through 7, and 1-A through 7-A) were developed for purposes of exploring the impact of the parties' final offers under this alternative composition of comparables.

CHART 1
BA Base

<u>District</u>	<u>80/81</u>	<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Random Lake	\$11,025	\$12,050	9.3	1025
Chilton	11,050	12,000	8.6	950
Kiel	11,025*	12,000	8.8	975
Plymouth	11,000	12,000	9.1	1000
New Holstein	11,150	12,050	8.1	900
Average	11,050	12,020	8.8	970
Kewaskum	11,100	Bd. 12,050 Assn 12,100	Bd. 8.6 Assn 9.0	Bd. 950 Assn 1000
<u>+ Average</u>	+50	Bd. +30 Assn +80	Bd. -.2 Assn +.2	Bd. -20 Assn +30
Ranking	2	Bd. 3 Assn 1		

*Split schedule; average used

CHART 2
BA - 7th Step

<u>District</u>	<u>80/81</u>	<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Random Lake	\$14,333	\$15,665	9.3	1332
Chilton	14,089	15,300	8.6	1211
Kiel	14,001*	15,240	8.8	1239
Plymouth	14,020	15,294	9.1	1274
New Holstein	14,495	15,665	8.1	1170
Average	14,188	15,433	8.8	1245
Kewaskum	14,155	Bd. 15,363 Assn 15,429	Bd. 8.5 Assn 9.0	Bd. 1208 Assn 1274
<u>+ Average</u>	-33	Bd. -70 Assn +4	Bd. -.3 Assn +.2	Bd. -37 Assn +29
Ranking	3	Bd. 3 Assn 3		

*Split schedule; average used

CHART 3
BA Maximum

<u>District</u>	<u>80/81</u>	<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Random Lake	\$18,743	\$20,485	9.3	1742
Chilton	16,299	17,700	8.6	1401
Kiel	16,977*	18,480	8.9	1503
Plymouth	17,120	18,678	9.1	1558
New Holstein	17,729	19,160	8.1	1431
Average	17,374	18,901	8.8	1527
Kewaskum	16,375	Bd. 17,775 Assn 18,454	Bd. 8.5 Assn 12.7	Bd. 1400 Assn 2079
<u>+ Average</u>	-999	Bd. -1,126 Assn -447	Bd. -.3 Assn +3.9	Bd. -127 Assn +872
Ranking	5	Bd. 5 Assn 5		

*Split schedule; average used

CHART 4
MA Base

<u>District</u>	<u>80/81</u>	<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Random Lake	\$12,680	\$13,859	9.3	1179
Chilton	11,750	12,700	8.1	950
Kiel	12,128*	13,200	8.8	1072
Plymouth	11,700	13,000	11.1	1300
New Holstein	11,750	12,650	7.7	900
Average	12,002	13,082	9.0	1080
Kewaskum	12,320	Bd. 13,376 Assn 13,429	Bd. 8.6 Assn 9.0	Bd. 1056 Assn 1109
<u>+ Average</u>	+318	Bd. +294 Assn +347	Bd. -.4 Assn + 0	Bd. -24 Assn +29
Ranking	2	Bd. 3 Assn 2		

*Split schedule; average used

CHART 5
MA - 10th Step

<u>District</u>	<u>80/81</u>	<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Random Lake	\$17,641	\$19,282	9.3	1641
Chilton	16,744	18,098	8.1	1354
Kiel	16,592*	18,060	8.8	1468
Plymouth	16,685	18,541	11.1	1856
New Holstein	17,038	18,343	7.7	1305
Average	16,940	18,465	9.0	1525
Kewaskum	17,554	Bd. 19,062 Assn 17,134	Bd. 8.6 Assn 9.0	Bd. 1508 Assn 1580
<u>+ Average</u>	+614	Bd. +597 Assn +669	Bd. -.4 Assn <u>+ 0</u>	Bd. -17 Assn +55
Ranking	2	Bd. 2 Assn 2		

*Split schedule; average used

CHART 6
MA Maximum

<u>District</u>	<u>80/81</u>	<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Random Lake	\$20,949	\$22,897	9.3	1948
Chilton	19,958	21,563	8.0	1605
Kiel	19,568*	21,300	8.9	1732
Plymouth	18,905	21,013	11.2	2108
New Holstein	19,740	21,252	7.7	1512
Average	19,824	21,605	9.0	1781
Kewaskum	20,634	Bd. 22,407 Assn 22,492	Bd. 8.6 Assn 9.0	Bd. 1773 Assn 1858
<u>+ Average</u>	+810	Bd. +802 Assn +887	Bd. -.4 Assn <u>+ 0</u>	Bd. -8 Assn +77
Ranking	2	Bd. 2 Assn 2		

*Split schedule; average used

CHART 7
Schedule Maximum

<u>District</u>	<u>80/81</u>	<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
Random Lake	\$22,273	\$24,345	9.3	2072
Chilton	20,296	21,901	7.9	1605
Kiel	19,788*	21,540	8.9	1752
Plymouth	19,350	21,454	10.9	2104
New Holstein	20,244	2,756	7.5	1512
Average	20,390	22,199	8.9	1809
Kewaskum	22,309	Bd. 24,218 Assn 24,318	Bd. 8.6 Assn 9.0	Bd. 1909 Assn 2009
<u>+ Average</u>	+1,919	Bd. +2,019 Assn +2,119	Bd. -.3 Assn +.1	Bd. +100 Assn +200
Ranking	1	Bd. 2 Assn 2		

*Split schedule; average used

CHART 1-A
BA Base

<u>District</u>	<u>80/81</u>	<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
New Berlin	\$11,868*	\$13,353*	12.5	1485
Slinger	11,330	12,155	7.3	825
Elmbrook	11,629	12,780	9.9	1151
Hamilton	11,750	12,923*	10.0	1173
Mukwonago	12,000	12,996	8.3	996
Average	11,715	12,841	9.6	1126
Kewaskum	11,100	Bd. 12,050 Assn 12,100	Bd. 8.6 Assn 9.0	Bd. 950 Assn 1000
+ Average	-615	Bd. -791 Assn -741	Bd. -1.0 Assn -.6	Bd. -176 Assn -126
Rank	6	Bd. 6 Assn 6		

*Split schedule; average used

CHART 2-A
BA - 7th Step

<u>District</u>	<u>80/81</u>	<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
New Berlin	\$14,688*	\$16,523	12.5	1835
Slinger	14,276	15,802	10.7	1526
Elmbrook	15,120	16,617	9.9	1497
Hamilton	14,975	16,254*	8.5	1279
Mukwonago	14,550	15,756	8.3	1206
Average	14,722	16,190	10.0	1469
Kewaskum	14,155	Bd. 15,363 Assn 15,429	Bd. 8.5 Assn 9.0	Bd. 1208 Assn 1274
+ Average	-567	Bd. -827 Assn -761	Bd. -1.5 Assn -1.0	Bd. -261 Assn -195
Rank	6	Bd. 6 Assn 5		

*Split schedule; average used

CHART 3-A
BA Maximum

<u>District</u>	<u>80/81</u>	<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
New Berlin	\$18,565	\$20,885	12.5	2320
Slinger	17,111	18,640	8.9	1529
Elmbrook	19,363*	21,280*	9.9	1917
Hamilton	18,325	20,707	13.0	2382
Mukwonago	18,650	20,196	8.3	1546
Average	18,403	20,342	10.5	1630
Kewaskum	16,375	Bd. 17,775 Assn 18,454	Bd. 8.5 Assn 12.7	Bd. 1400 Assn 2079
+ Average	-2,028	Bd. -2,567 Assn -1,888	Bd. -2.0 Assn +2.2	Bd. -230 Assn +449
Rank	6	Bd. 6 Assn 6		

*Split schedule; average used

CHART 4-A
MA Base

<u>District</u>	<u>80/81</u>	<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
New Berlin	\$13,278	\$14,938	12.5	1660
Slinger	12,576	13,613	8.2	1037
Elmbrook	13,134	14,434	9.9	1300
Hamilton	13,250	14,601*	10.2	1351
Mukwonago	13,325	14,432	8.3	1107
Average	13,113	14,404	9.8	1291
Kewaskum	12,320	Bd. 13,376 Assn 13,429	Bd. 8.6 Assn 9.0	Bd. 1056 Assn 1109
<u>+ Average</u>	-793	Bd. -1,028 Assn -975	Bd. -1.2 Assn -.8	Bd. -235 Assn -182
Rank	6	Bd. 6 Assn 6		

*Split schedule; average used

CHART 5-A
MA - 10th Step

<u>District</u>	<u>80/81</u>	<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
New Berlin	\$18,743	\$21,085	12.5	2342
Slinger	18,245	19,569	7.3	1324
Elmbrook	18,818*	20,681*	9.9	1863
Hamilton	18,245	20,051*	9.9	1806
Mukwonago	18,075	19,580	8.3	1505
Average	18,425	20,193	9.6	1768
Kewaskum	17,554	Bd. 19,062 Assn 19,134	Bd. 8.6 Assn 9.0	Bd. 1508 Assn 1580
<u>+ Average</u>	-871	Bd. -1,131 Assn -1,059	Bd. -1.0 Assn -.6	Bd. -260 Assn -188
Rank	6	Bd. 6 Assn 6		

*Split schedule; average used

CHART 6-A
MA Maximum

<u>District</u>	<u>80/81</u>	<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
New Berlin	\$21,385	\$24,060	12.5	2675
Slinger	19,947	21,514	7.9	1567
Elmbrook	22,974*	25,248*	9.9	2274
Hamilton	21,925	25,219	15.0	3294
Mukwonago	22,175	24,020	8.3	1845
Average	21,681	24,012	10.7	2331
Kewaskum	20,634	Bd. 22,407 Assn 22,492	Bd. 8.6 Assn 9.0	Bd. 1773 Assn 1858
<u>+ Average</u>	-1,047	Bd. -1,605 Assn -1,520	Bd. -2.1 Assn -1.7	Bd. -558 Assn -473
Rank	5	Bd. 5 Assn 5		

*Split schedule; average used

CHART 7-A
Schedule Maximum

<u>District</u>	<u>80/81</u>	<u>81/82</u>	<u>% Increase</u>	<u>\$ Increase</u>
New Berlin	\$22,795	\$25,640	12.5	2845
Slinger	21,193	22,972	8.4	1779
Elmbrook	24,254*	26,655*	9.9	2401
Hamilton	23,525	26,980	14.7	3455
Mukwonago	23,675	25,646	8.3	1971
Average	23,088	25,579	10.8	2490
Kewaskum	22,309	Bd. 24,218 Assn 24,318	Bd. 8.6 Assn 9.0	Bd. 1909 Assn 2009
<u>± Average</u>	-779	Bd. -1,361 Assn -1,261	Bd. -2.2 Assn -1.8	Bd. -581 Assn -481
Rank	5	Bd. 5 Assn 5		

*Split schedule/average use^d

Charts 1 through 7 include the four settled districts for the Athletic Conference and Random Lake. It is interesting to note that under this set of charts it would appear that the Board's final offer is more closely in line with the pattern of settlements when viewed in terms of actual salaries and dollar increases at the BA Base, BA Maximum, MA Base, MA-10th Step, MA Maximum, and Schedule Maximum. On the basis of percentage increases it appears that the Association's final offer more closely matches the pattern of settlements established at all points utilized for comparative purposes, except at the BA Maximum.

When the additional schools from the CESA #16 District are utilized as a secondary group of comparables, it is apparent that the Association's final offer more closely approximates the pattern of settlements in terms of percentage increases, dollar increases and actual salary differentials. Even at the BA Maximum, although the Association's final offer is 2.2% higher than the average of the comparable districts, the Board's final offer is 2% below the average percentage increase. As to the actual dollar increase at the BA Maximum, the Association's final offer is slightly more than \$200.00 further from the norm (average) than is the Board's final offer.

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Board
Salary
The undersigned concludes that the Association's final offer on the issue of the 1981-82 salary schedule is more reasonable than that proposed by the District. This conclusion, however, does not resolve the issue of which total final offer is more reasonable. The undersigned believes that the salary schedule issue, given the minimal differences found in the two proposals, is not significant enough to determine the outcome of this dispute.

The issue of the 1982-83 salary schedule proposed by the Association will be addressed as part of the discussion concerning the issue of "Duration of the Agreement".

Replacement Teachers

Positions of the Parties:

The Board's position on the issue of replacement teachers is consistent with its general philosophy that the collective bargaining process represents a continuing exchange of ideas and decisions; and that "gains" and "losses" obtained at the bargaining table or through interest arbitration awards must be viewed as part of a continuum, taking into account that which has occurred in the past and that which the parties seek to achieve in the future.

The District calls the undersigned Arbitrator's attention to statements of Arbitrator Mueller in his Kewaskum decision in which the issue of replacement teachers was addressed. Noting that the contract provision relating to replacement teachers first came into existence in the 1980-81 Agreement pursuant to Arbitrator Mueller's award, the District contends that Arbitrator Mueller told the parties they should seek adjustments in the next round of bargaining. The Board contends that Arbitrator Mueller found the proposals of both parties unreasonable and suggested that they seek some modification through additional negotiations.

The Board asserts that its proposal is more reasonable because the final offer of the District reflects a substantial adjustment from its prior position (from 95 days to 45 days), while the Association has made no modifications. The District contends that the Association has chosen to ignore the statements of Arbitrator Mueller, while at the same time fully accepting the benefits obtained as a result of Mueller's award. The Board contends that "such an irresponsible position should not be rewarded" (brief of District).

Arguing that the final offer of the District on the issue of replacement teachers is not a "take away", the District points out that the Association achieved the current replacement teacher provision through a proceeding wherein the Arbitrator advised the parties that he did not believe that the Association's position was acceptable. The District further points out that the Arbitrator told the parties to return to the bargaining table and make adjustments because of the inadequacies contained in both of the parties' proposals as they related to the issue of replacement teachers, and the Association has failed to comply with the Arbitrator's instructions.

As to the comparable school districts suggested by the Board for comparative purposes, the District contends that only three such districts contain replacement teacher provisions; the Board further points out that none of these provisions has a time limit as low as 20 days. The Board claims that even the Association's evidence does not provide data that varies significantly from what the District contends should be a reasonable period of time before replacement teachers are entitled to the full benefits provided by the Collective Bargaining Agreement.

Finally, the Board maintains that its final offer is clearly now more reasonable than the Association's position, which argues for maintenance of status quo. As proof of this the District states that the Arbitrator who originally granted the replacement teacher provision told the parties that the Association's position was unreasonable and should be adjusted. Since the Board has made a significant adjustment and the Association has refused to make any adjustment, the District maintains that its position is clearly the more reasonable position and, therefore, must be sustained.

The Association argues that the District's data is incorrect. Noting that many districts rely upon Board policy in terms of dealing with replacement teachers for regularly contracted teachers on extended leave, the Association states that there is no need for language for replacement teachers when a district has a long standing practice of providing fair treatment to replacement teachers. In Random Lake, for instance, an arbitration award on a grievance resolved the issue of replacement teachers and has therefore obviated the need for the parties to negotiate specific language. The Association state that in those districts where the issue of replacement teachers does not present a problem, it is rare that a contractual provision will be found in the contract. For example, at Hartford Union High School the district issues first day regular individual contracts to all replacement teachers. Additionally, the Association points to the fact that the District has not provided "one scintilla of evidence to suggest that a lengthening of the 1980-81 twenty (20) day contractual standard is necessary." The Association argues that, in fact, it probably would be appropriate to have a five or ten day standard.

Since replacement teachers do the same work as bargaining unit employees it is not at all unreasonable to expect replacement teachers to be paid at the same rate as bargaining unit employees and to enjoy the same benefits as bargaining unit employees.

The Association argues that modification of contract language through interest arbitration proceedings requires the party who is seeking such modification to present an overwhelming reason as to why the language must be changed. The Association quotes the following language of Arbitrator Stern:

"Just as arbitrators are reluctant to grant new maintenance of standards clauses, so arbitrators are equally reluctant to take away from either party through arbitration proceedings those rights which have been freely negotiated in past agreements.

...

Unless the employer is able to show good reason why such benefits should be discontinued, an arbitrator usually will not remove them."⁴

The Association also cites additional arbitral authority for the proposition that "persuasive reasons" must be demonstrated for eliminating a clause in a collective bargaining agreement. The Association further states that the District has shown no persuasive reason whatsoever for discontinuing the present language found in the current agreement: "The record is devoid of any special circumstances which would warrant the removal of this contractual benefit". (Brief of Association).

The Association also points out that even where a benefit is obtained through the arbitration process, that benefit must be viewed in the same light as a benefit which is agreed upon at the bargaining table. The Association quotes from the decision of Arbitrator Weisberger in Ozaukee County Law Enforcement Employees (Decision No. 17676-A):

"Having reached the above conclusion that more stable labor relations will result if disputed provisions such as the holiday premium pay provision of the parties' 1978-79 collective bargaining agreement is treated in this proceeding as an existing contractual benefit regardless of its prior arbitration proceeding history, the arbitrator now must turn to an examination of whether the Employer herein has provided sufficient justification to remove an existing benefit for the parties' 1980 collective bargaining agreement."

The Association contends that from a comparability standpoint its position is justified if school district policies are taken into account along with contractual provisions found in comparable districts. However, the Association urges the Arbitrator to place greater emphasis on the appropriate equity arguments raised by the parties and to give less weight to the comparables on this issue.

Discussion:

The undersigned agrees with the reasoning of Arbitrator Weisberger that strong public policy reasons exist for treating contractual provisions obtained through interest arbitration awards in the same general light as those provisions obtained by mutual agreement through the process of collective bargaining. As a general principle, Arbitrator Weisberger's analysis is both reasonable and logical.

⁴City of Greenfield Police Department, Decision No. 15033-B.

On the issue of replacement teachers, however, the undersigned Arbitrator cannot ignore the prior discussion of this issue found in Arbitrator Mueller's Kewaskum decision. Since Mueller's award created the replacement teacher provision for the first time and that decision was issued in February of 1981, it is clear that this is not a longstanding benefit which the Board is seeking to eliminate. Rather, the District's final offer is an attempt to utilize the interest arbitration process in lieu of mutual negotiations between the parties for resolution of problems which Arbitrator Mueller previously identified. In attempting to analyze which of the final offers appeared more reasonable during the arbitration proceeding before him, Arbitrator Mueller discussed the difficulty of dealing with the subject matter raised by the replacement teacher issue. Mueller tried to draw an analogy to the private sector, noting that replacement employees generally tend to enjoy full benefits under a collective bargaining agreement after successfully completing their probationary period, which frequently ranges from 30 to 60 days. The Arbitrator then concluded that since the teaching profession is unique, "details and arrangements should more properly be detailed through mutual negotiations and agreement of the parties..." Furthermore, Arbitrator Mueller found that the arguments advanced by both parties had merit:

"It would appear that twenty (20) working days may be an unreasonably short period and could cause undue administrative work particularly in replacement teacher situations that are of relatively short duration of possibly two or three months. On the other hand, the District's proposal of 95 consecutive days constitutes approximately a one semester time period, and where the replacement teachers are in fact retained for a time period of four months to a full year, there is very little reason for such employees not being paid the appropriate rate of the salary structure and in addition being entitled to and receiving all benefits as provided under the contract."

Aside from the differences relating to when full benefits of the collective bargaining agreement would vest in the replacement teacher, the Association had argued to Arbitrator Mueller that the language proposed by the Association clarified the rights of replacement teachers and provided for a termination point for such temporary employment: The language proposed by the Association provided that the replacement teacher's employment would terminate at the time of the return of the prior teacher or at the end of the school year, and that this triggering mechanism would give the District just cause for nonrenewal or termination of employment at that point in time. The Association further argued that the District's proposal on this matter did not provide a triggering mechanism for termination of replacement teachers upon the return of the original teacher. Therefore it would be possible for two employees to occupy the same position at the same time. Since the Association's final offer was chosen by Arbitrator Mueller, the specific language dealing with replacement teachers was incorporated into the 1980-81 Collective Bargaining Agreement of the parties. Therefore, the potential ambiguity inherent in the language originally proposed by the District has been eliminated, and the triggering mechanism for the termination of replacement teachers is currently provided for in the parties' Agreement. In the instant matter, the final offer of the District does not attempt to modify that language; rather, the Board's proposal deals solely with the number of days that a replacement teacher must work before he/she becomes entitled to full benefits under the Collective Bargaining Agreement.

It is clear that Arbitrator Mueller did not find either the Board's or the Association's proposal on replacement teachers to be satisfactory:

"As to this issue (replacement teachers) neither party has fully persuaded the undersigned that their particular proposal is more reasonable and appropriate than the other. In the opinion of the undersigned, this particular issue should more properly be the subject of additional negotiations directed at meeting the concerns of both parties through some form of modification of each of their current final proposed positions. The undersigned thereby expresses no preference as to this issue and therefore it will be given no weight one way or the other in the final analysis in determining the more appropriate final package offer."

The District's current proposal obviously addresses the concerns of Arbitrator Mueller. The undersigned believes that the District's position on this matter is a more reasonable position than that of the Association, given the fact that the original provision was never specifically found to be acceptable or reasonable. The existence of the current provision on replacement teachers literally found its way into the collective bargaining agreement without the approval of the Arbitrator; in fact, he told the parties that further modifications in that provision should take place through the process of collective bargaining.

Obviously the parties were unable to reach a voluntary agreement on modification of the replacement teacher provision, and the instant arbitration proceedings has become a substitute for the collective bargaining process itself. As previously noted, the undersigned is in agreement with Arbitrator Weisberger's statements concerning the treatment to be given provisions found in a collective bargaining agreement which are obtained through the process of interest arbitration awards. However, where the very process finds an existing provision to be unacceptable and the parties are urged to continue the process of collective bargaining for purposes of resolving the inherent problems contained in the specific provision, it cannot be said that a proposal to modify such a provision creates instability in the collective bargaining process. Rather, the undersigned concludes that additional stability is brought to the process when the parties elect to use interest arbitration instead of collective bargaining and, through the formulation of final offers, continue the process of negotiation.

Based upon the foregoing analysis, the undersigned concludes that the District's proposal on the issue of replacement teachers is more reasonable than that of the Association.

Minor Issues

The Association's final offer contains several minor issues, including the pay range for gymnastics, mileage reimbursement for the 1982-83 school year and a proposed 1982-83 school calendar. These minor issues are primarily a function of the duration issue itself and, therefore, will ultimately be determined by the selection of one of the final offers. Thus, analysis of these issues is deemed to be inconsequential for purposes of resolving the issue of which final offer is more reasonable.

Duration of the Agreement

Positions of the Parties:

The District contends that the duration issue is the most critical issue in the instant dispute. Claiming that the Association has submitted a proposal which will produce increases in excess of 12% for the 1982-83 school year if anticipated fringe benefits increase by marginal amounts, the District contends that such excessive pay

raises should not be permitted without requiring the Association to negotiate at the bargaining table. The District does acknowledge that the Association has provided for a reopener clause if the Milwaukee Consumer Price Index drops below 6.25%; the District then states that rates of inflation have not reached the 6% level since 1972-73. Essentially the District claims that the proposal is "rigged". They feel that the reopening level is so low that there is little danger of the Association having to return to the bargaining table. On the other hand, the Association's right to reopen the Agreement arises if the rate of inflation only slightly exceeds the Association's proposal. This type of proposal, according to the District, is so one-sided as to render it unreasonable on its face.

Responding to the Association's contention that comparable districts support the Association's 1982-83 salary schedule, the District points out that the evidence submitted by the Association contains incomplete data for purposes of computing the total package costs of these settlements. In addition, the District points out the evidence of settlements for the 1982-83 school year is derived by and large from noncomparable school districts. Thus, there is no pattern of settlements among the comparable school districts for the 1982-83 school year.

The District notes that the data presented by the Association fails to include the dates during which settlements were achieved. This has a substantial impact for purposes of analysis, according to the District, because significant changes in economic circumstances have occurred in recent months. Settlements which were achieved only six months ago would now appear to be unreasonable according to the District.

The District argues that the reopener clause included in the Association's proposal is not even comparable to those agreements submitted by the Association in support of its position. More specifically, the District argues that the Association's evidence demonstrates a pattern of reopener clauses which provides for a school board to reopen the salary schedule if the cost of living index falls within the range of 8 and 8-1/2%. Thus, argues the District, even the Association's evidence does not support the final offer of the Association which provides for a reopener clause when the cost of living index reaches 6.25%.

The District believes that the duration proposal of the Association is a strong enough basis for rejecting the entire final offer of the Association. Certainly the Association cannot defend its position on the basis of comparability. The District further asserts that the Association has totally failed to comprehend current economic circumstances and has thus presented a final offer which, on its face, is so patently unreasonable as to taint all of the other issues contained in the Association's final offer. Therefore, argues the District, not only is the Association's proposal on the issue of duration totally unreasonable, but on the basis of this proposal alone the Arbitrator must conclude that the entire final offer of the Association is less reasonable than that presented by the District.

The Association presents two major arguments in support of its duration proposal and its 1982-83 salary schedule. The primary emphasis of the Association is not on comparability, but rather on the proposition that a two-year contract best serves the public interest. Noting that the Mediator-Arbitrator is required to consider the interests of the public when analyzing the reasonableness of the parties' final offers, the Association points out that a two-year agreement helps to establish stability in labor relations. The Association points out that the existing labor agreement of the parties was a one-year agreement obtained through the process of interest arbitration. The current agreement will likewise develop as a result of an arbitrator's award. According to the Association, it does not serve the public interest to require the parties to immediately return to the bargaining table without at least some time frame for "cooling off". The Association acknowledges that there are public pressures within

the District to eliminate various expenses and programs; it is therefore probable, according to the Association, that the School Board would be unable to voluntarily adopt an equitable salary proposal. Therefore, it is in the best public interest for the District to "blame the Arbitrator" for the salary schedule which will occur if the Arbitrator selects the final offer of the Association.

In support of its position that labor peace and stability is derived from a two-year package, the Association contends that the testimony presented at the hearing established the fact that under the most recent two-year labor agreement (1978-80), a more congenial working environment between the administration and staff existed. The Association claims that the net result was greater efficiency and productivity, and that this produced improved educational programs because less attention was directed toward labor relations problems. The Association bolsters its argument by pointing to the State of Minnesota which, by law, requires that all collective bargaining agreements between school boards and teacher representatives contain compensation and fringe benefit packages for two-year terms. The Association further points out that in private industry extended contracts are preferred.

The second major argument put forth by the Association is that its wage proposal for a 1982-83 salary schedule is one of the lowest salary schedules to be found in the four county Milwaukee area. According to the Association's evidence, 15 out of approximately 40 school districts in that four county area have established 1982-83 salary schedules. Under the Association's proposal the salary schedule for Kewaskum teachers will be the lowest average salary increase per teacher among these fifteen districts. Additionally, the Association's final offer would place Kewaskum in the bottom third of schedule adjustments for those school districts which have reached settlement for the 1982-83 school year.

Based upon the foregoing analysis, the Association urges the Arbitrator to select the Association's final offer for a two-year agreement, primarily based on considerations of public interest, and secondarily upon the reasonableness of the proposed second year salary schedule.

Discussion:

The undersigned is of the opinion that the duration issue is indeed significant. The undersigned Arbitrator further is of the opinion that the interests of the public outweigh relative comparability when analyzing the issue of duration. In this regard it must be noted that if greater weight were to be given to the issue of comparability, the Association's final offer in terms of the reopener provision would appear to be out of line, even when that provision is compared against the Association's own evidence. However, the most relevant factor is the impact of the respective final offers on the interests of the public. In this regard, the undersigned Arbitrator adopts the philosophy of Arbitrator Frank P. Zeidler:

"In this matter of duration, the Arbitrator is of the opinion that the weightiest factor is this matter of public interest and therefore hold that the Board offer on duration more nearly meets the statutory criterion on the interests and welfare of the public."⁵

Although Arbitrator Zeidler concluded that the Board's offer on duration was to be adopted, it must be noted that the Board's final offer contained a duration clause covering two years, whereas the

⁵School District of Greenfield, Decision No. 18170-A.

Association in Greenfield was arguing for a one-year agreement; in other words, on the issue of duration the final offers in Kewaskum are completely reversed from those presented in the Greenfield decision. Notwithstanding the differences in positions taken by the boards and associations in Greenfield and Kewaskum, the principle of placing greater emphasis on the public interest than on comparable data is the critical factor.

Having concluded that the determination of the more reasonable final offer on the issue of duration is dependent upon a further determination as to which proposal best serves the interests and welfare of the public, the undersigned must next determine which of the respective final offers in the instant matter most closely meets this statutory criterion. It is generally recognized that preoccupation with collective bargaining in the field of teaching may detract from the quality of the service provided by both teachers and administrators within a school district. In the instant matter, the Association makes such an argument, and in Greenfield Arbitrator Zeidler concluded that, "It does not appear to be in the interest of the public to have the parties start negotiating all issues immediately after this matter is concluded." Clearly, stability in the field of labor relations is a desirable goal and ultimately does benefit the public. Additionally, there is also a potential economic impact if the parties continually resort to the arbitration forum on an annual basis; this economic impact is diminished as the period of labor stability is expanded.]

There is, however, an additional public interest which must be addressed in any situation where the public is required to fund the service being offered. This is clearly true in the matter of salary schedules for teachers in any given community. Since the taxpaying public in any community is responsible for underwriting a portion of the educational programs (including teachers' salaries) of a school district, obviously the public interest must include considerations of the impact of a collective bargaining agreement between the school board and its teachers upon the members of the community. [Where the economic environment of a community is changing rapidly, long-term agreements tend to preclude the taxpaying community from participating in budgetary considerations which affect the school district. Since the educational industry is highly labor intensive, salaries for professional staff are of considerable concern to the public; when the public is precluded from participating in budgetary considerations which impact on this cost item, the public interest is clearly not being served.]

The Association in its brief acknowledges that the public has been pressuring the District to eliminate certain expenses and programs. The Association argues that acceptance of a two-year salary schedule will effectively eliminate this public interference in the decision-making process. However, the Association fails to acknowledge that this type of approach does not and cannot permit the public to participate directly in budgetary considerations. Considering the fact that it is the public that ultimately pays the bill for these budgetary decisions, it is difficult to conclude that the interests and welfare of the public are served when the parties enter into extended collective bargaining agreements and then justify those agreements by "blaming the Arbitrator". The problem is further exacerbated during periods of rapid economic change. [The District is appropriately concerned about the significant drop in the CPI and the rate of inflation.]

Given the nature of the economy and the statutory obligation of the Mediator-Arbitrator to take into account the welfare and interests of the public, the undersigned Arbitrator concludes that the District's Final Offer on the issue of duration is more reasonable than that of the Association.

Total Final Offer

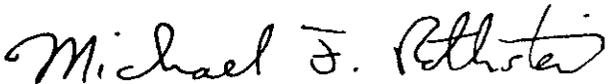
As previously discussed, the undersigned has determined that the Association's proposal on the 1981-82 salary schedule is more reasonable than that of the District. However, the District's final offer on the issues of duration and teacher replacement are found to be more reasonable than the proposals of the Association. As previously stated, the undersigned has concluded that the salary schedule issue, while favoring the Association, is not significant in and of itself to control the outcome of this dispute. At best, the Association's final offer on the issue of a 1981-82 salary schedule is only slightly favored over that of the District. Thus, in the final analysis, the undersigned Arbitrator concludes that the total final offer of the District is more reasonable than that of the Association.

It therefore follows, on the basis of the above facts and discussion, that the undersigned Arbitrator renders the following:

AWARD

That the final offer of the District is found to be the more reasonable and is hereby selected; the parties are further directed to incorporate into their 1981-82 Collective Bargaining Agreement the final offer of the District.

Dated this 11th day of August, 1982, at Madison, Wisconsin.



Michael F. Rothstein
Arbitrator